

**SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND PROFIT FORWARD, LLC, AND REBECCA REICH ROSE**

Come now Profit Forward, LLC ("Profit") and Rebecca Reich Rose ("Rose") (collectively "Licensees") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether Profit's license as a real estate association and Rose's licenses as a real estate broker associate will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensees' licenses, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensees Profit and Rose acknowledge that they understand the various rights and privileges afforded them by law, including the right to a hearing of the charges against them; the right to appear and be represented by legal counsel; the right to have all charges against them proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against them; the right to present evidence on their own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against them and, subsequently, the right to a disciplinary hearing before the Commission at which time they may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against their licenses. Being aware of these rights provided them by operation of law, Profit and Rose knowingly and voluntarily waive each and every one of these rights and freely enter into this settlement agreement and agree to abide by the terms of this document, as they pertain to them.

Profit and Rose acknowledge that they have received a copy of the documents relied upon by the Commission in determining there was cause to discipline their licenses, along with citations to law and/or regulations the Commission believes were violated.

For the purpose of settling this dispute, Profit and Rose stipulate that the factual allegations contained in this settlement agreement are true and stipulate with the Commission that their licenses, numbered 2011006973 (Profit) and 2001026213, 2017039502, and 2018011914 (Rose) are subject to disciplinary action

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

by the Commission in accordance with the provisions of Chapter 621 and §§ 339.010-339.205 and 339.710-339.855, RSMo.

Joint Stipulation of Facts and Conclusions of Law

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of Sections 339.010-339.205 and 339.710-339.855, RSMo.

2. Licensee, Profit, holds a real estate association license from the Commission, license number 2011006973. The Commission issued Profit's license on March 8, 2011 and it expires June 30, 2020. Professional's license was current and active at the time of the Commission audit. Licensee Rebecca Reich Rose is the designated broker for Profit.

3. Licensee, Rose, holds broker associate licenses from the Commission, license number 2001026213, issued on September 25, 2001, with an expiration date of June 30, 2020; license number 2017039502, issued on November 6, 2017, with an expiration date of June 30, 2020 and; license number 2018011914, issued on April 5, 2018, with an expiration date of June 30, 2020. Rose's licenses were all current and active at the time of the Commission audit.

4. On May 14 – 16, 18, 21- 25, 31, 2018, the Commission conducted an audit of the Licensees.
The Commission's audit revealed:

A. In violation of §§ 339.020 and 339.180.1, RSMo, there were 17 instances of unlicensed activity.

a. Licensee Joy Elizabeth Downs' license was suspended under HB-600 and she still maintained an individual agent website (1 instance).

b. Individual agent websites were listed on brokerage website for individuals who no longer had a valid license (Shannon Wheeler, James Pandolfo, David Radke, Shay Roberson, Rebecca Sommerhauser, Laura MacDonald, Boguslaw Mazur, Libbye Leone, Ken Kohler, Jimmy Vreeland, Kristen Jones, Sarah Horstmann, Paul Eppen, Aaron Flynn, Chad Ewen, and Ricky Davis) (16 instances).

1. Rebecca Reich Rose, 17 instances.

B. In violation of §§ 339.100.2(7), and 339.150.2, RSMo, Broker paid commission to an

unlicensed individual (2 instances).

- a. Derek Gottman (1 instance).
- b. Charlene Coronato (1 instance).
1. Rebecca Reich Rose, 2 instances.
- C. In violation of §§ 339.100.2(7) and 339.150.2, RSMo, Broker paid commission to unlicensed entity (3 instances):
 - a. Home Sweet Home Holdings (entity owned by Licensee Temeka Gladney) (1 instance);
 - b. Productivity Coaching (entity owned by Designated Broker Rebecca Reich Rose) (1 instance);
 - c. J & L Sostman, LLC (entity owned by Licensee Leslie Ann Sostman) (1 instance).
1. Rebecca Reich Rose, 3 instances.
- D. In violation of § 339.100.2(11), RSMo, Licensee represented a real estate broker other than the broker with whom the Licensee was associated without written authorization (24 instances).
 - a. Licensees maintained agent websites listed on brokerage's website, but were affiliated with other brokerages (Michael Weis, Leo Pelligreen, Misha Pelligreen, Charles Shipman, Darren Spires, Sharon Streckfus, Dan Yedder Team, Oluwabukola Obanigba, Carmelo Desemone, and Graig Carr) (16 instances).
 - b. Licensees licensed with brokerage listed other brokerages on individual agent websites (Jamie Walsh, Nell Watts, Nettie Nettemeyer, Madeline Biaczak, Jack Bazzell, Susan Dahlin, and Michael Derkits) (7 instances).
 - c. Licensee signed contract on behalf of brokerage before license transfer was complete (1 instance).
 1. Rebecca Reich Rose, 16 instances;
 2. Jamie Lee Walsh, 1 instance;
 3. Ernestine Nell Watts, 1 instance;
 4. Antionette Nettemeyer, 1 instance;
 5. Madeline Maureen Bialczak, 1 instance;
 6. Jack L. Bazzell, 1 instance

7. Susan L. Dahlin, 1 instance;
 8. Michael Derkits, 1 instance;
 9. Cynthia A. Rust, 1 instance.
- E. In violation of § 339.100.2(14), RSMo and 20 CSR 2250-8.090(1), the Licensee advertised a property without the broker holding a currently effective written listing agreement or other written authorization (listing agreement was not signed by the owner) (1 instance).
1. John L. Sprauge, 1 instance.
- F. In violation of § 339.100.2(14), RSMo and 20 CSR 2250-8.090(1), the Licensee advertised an expired listing (1 instance).
1. Michael Nettemeyer, 1 instance.
- G. In violation of § 339.730.1(1), RSMo , the Licensee failed to follow the terms of the written agreement with the seller (advertised a property for a price other than listed price) (3 instances).
- a. Listed price: \$170,000.00; advertised price: \$160,000.00.
 - b. Listed price: \$875,000.00; advertised price: \$799,000.00.
 - c. Listed price: \$100,000.00; advertised price: \$89,000.00.
1. Jamie Lee Walsh, 1 instance;
 2. Patricia Ann Stellern, 1 instance;
 3. John L. Sprague, 1 instance.
- H. In violation of §§ 339.750.1 and 339.740.4, RSMo, the Licensee acted as a dual agent without written authorization from the buyer (1 instance).
1. Elizabeth C. Hozeska, 1 instance.
- I. In violation of § 339.760.1, RSMo , the Licensee entered into an agreement that authorized a relationship that was not identified in the broker's written policy on agency relationships (1 instance).
1. Donna Gail Vickrey, 1 instance.
- J. In violation of § 339.760.1, RSMo , the Licensee disclosed as a buyer's agent when the broker's written policy did not identify that type of relationship (1 instance).

1. Joseph Dodge Brown
- K. In violation of § 339.760.1, RSMo , the disclosed as a seller's agent when the broker's written policy did not identify that type of relationship (2 instances).
 1. Tracy Leigh Ellis, 1 instance;
 2. Roberta Ann Doherty, 1 instance.
- L. In violation of § 339.780.2, RSMo , the Licensee represented the seller without obtaining a written agency agreement (1 instance).
 1. Roberta Ann Doherty, 1 instance.
- M. In violation of § 339.780.3, RSMo , the Licensee represented the buyer without obtaining a written agency agreement. (5 instances).
 1. Elizabeth C. Hozeska, 1 instance;
 2. Larry Lynch, 1 instance;
 3. Tiffany R. Survant, 1 instance;
 4. Janice Marie Montileone, 1 instance;
 5. Bridget Eileen Neichter, 1 instance.
- N. In violation of 20 CSR 2250-4.020(2), the Licensee conducted business without a current License (Kevin Sjdin – license is inactive but still maintained an individual agent website and the website continued to be active as of August 8, 2018 (1 instance).
 1. Rebecca Reich Rose, 1 instance.
- O. In violation of 20 CSR 2250-4.030(1), fictitious name was not registered with the Secretary of State (8 instances).
 - a. GM Realty Services, LLC (located on agent website).
 - b. Stecko Realty (located on agent website).
 - c. Gateway Realty of St. Louis (located on agent website).
 - d. KW Chesterfield.
 - e. Keller Williams Realty Chester
 - f. Keller Williams Chesterfield
 - g. Keller Williams Realty.

- h. Keller Williams Real Estate Chesterfield.
- 1. Rebecca Reich Rose
- P. In violation of 20 CSR 2250-4.050(3) , Broker failed to return a license of a transferee to the Commission (Broker signed transfer application for Jennifer Gendecce and gave license to licensee on March 26, 2018. As of May 14, 2018, the transfer application had not been received by the MREC office and Licensee still showed active for brokerage.) (1 instance).
 - 1. Rebecca Reich Rose.
- Q. In violation of 20 CSR 2250-8.030(1) , the branch office did not use the same name as the parent office (the sign for the branch office only included the name of the team, Kelly Hager Group Real Estate Services, which operates out of a branch office).
 - 1. Rebecca Reich Rose.
- R. In violation of 20 CSR 2250-8.030(4) , the broker failed to notify the Commission of the opening of the branch office (16091 Swingley Ridge, Suite 220, Chesterfield, MO 63017 – the Kelly Hager Group team operates out of this location).
 - 1. Rebecca Reich Rose.
- S. In violation of 20 CSR 2250-8.060(1) , the broker failed to display all licenses upon request (4 instances).
 - a. Kelly M. Fallert.
 - b. Michael B. Nettemeyer.
 - c. Tracy D. Raspberry.
 - d. Roberta Ann Doherty.
 - 1. Rebecca Reich Rose.
- T. In violation of 20 CSR 2250-8.090(2), the licensee showed residential property without a currently effective written listing agreement, or other written agreement for brokerage services (1 instance).
 - 1. Shelly C. Jackson, 1 instance.
- U. In violation of 20 CSR 2250-8.090(4) (A) 1, listing agreement did not include the price, (1 instance).

1. Tracy Leigh Ellis, 1 instance.
- V. In violation of 20 CSR 2250-8.090(4) (A) 4, listing agreement did not include an expiration date, (1 instance).
1. Tracy Leigh Ellis, 1 instance.
- W. In violation of 20 CSR 2250-8.090(4) (A) 11, listing agreement did not include the signature of The broker, (2 instances).
1. Rebecca Reich Rose, 2 instances.
- X. In violation of 20 CSR 2250-8.090(4) (A) 14, all the terms and conditions under which the property could be sold were not contained in the listing agreement, (8 instances).
- a. Minimum commission, 2 instances.
 - b. Minimum commission and home warranty, 1 instance.
 - c. Motivating factors, 1 instance.
 - d. Home warranty, 2 instances.
 - e. Motivating factors and property disclosure statement, 1 instance.
 - f. Protection period, 1 instance.
1. Robert Lester Emmeneegger, Jr., 1 instance.
 2. Daniel P. Haynes, 1 instance.
 3. Joseph G. Magsaysay, 1 instance.
 4. Susan Marie Voightmann, 1 instance.
 5. Donna Gail Vickrey, 1 instance.
 6. Matthew Branson, 1 instance.
 7. Mary Ellen Wilson, 1 instance.
 8. Angela C. Dillmon, 1 instance.
- Y. In violation of 20 CSR 2250-8.090(4) (C), changes to the listing agreement were not initiated by the broke, (1 instances).
1. Rebecca Reich Rose, 1 instance.
- Z. In violation of 20 CSR 2250-8.096(1), the licensee's brokerage relationship was not disclosed in writing, (4 instances).

1. Timothy Michael Antrobus, 1 instance.
 2. Joseph Dodge Brown, 1 instance.
 3. Olivia Grace Ayden, 1 instance.
 4. Andrew J. Wolf, 1 instance.
- AA. In violation of 20 CSR 2250-8.096(1)(A) 2, the written brokerage relationship disclosure did not include the source or sources of compensation, (3 instances).
1. Monique Lashaun Buchanan, 1 instance.
 2. Tiffany R. Survant, 1 instance.
 3. Janice Marie Montileone, 1 instance.
- BB. In violation of 20 CSR 2250-8.096(1)(A) 5, the written brokerage relationship disclosure was not signed or dated by the purchaser, (1 instance).
1. Monique Lashaun Buchanan, 1 instance.
- CC. In violation of 20 CSR 2250-8.096(1)(A) 5, the written brokerage relationship disclosure was not signed or dated by the seller, (1 instance).
1. Elizabeth C. Hozeska, 1 instance.
- DD. In violation of 20 CSR 2250-8.096(1)(A) 6, the written brokerage relationship disclosure was not signed or dated by the disclosing licensee, (1 instance).
1. Mary M. Behrens, 1 instance.
- EE. In violation of 20 CSR 2250-8.100(1), all terms and conditions were not specified in the offer to purchase, (7 instances).
- a. Financing, 5 instances.
 - b. Financing and home warranty, 1 instance.
 - c. Seller's disclosure, 1 instance.
1. Joseph Dodge Brown, 1 instance.
 2. Ernestine Nell Watts, 1 instance.
 3. Elizabeth Ann Chapman, 1 instance.
 4. Kelli Lynn Graf, 1 instance
 5. Tiffany R. Survant, 1 instance.

6. Elaine L. Nolan, 1 instance.
7. Shelly C. Jackson, 1 instance.
- FF. In violation of 20 CSR 2250-8.100(1), earnest money was not held where specified in the contract, (1 instance).
1. Harvard Wade Weistreich, 1 instance.
- GG. In violation of 20 CSR 2250-8.100(2), all addendums to the contract were not signed by the seller, (1 instance).
1. Elizabeth C. Hozeska, 1 instance.
- HH. In violation of 20 CSR 2250-8.100(3), there was no date of final acceptance on the contract, (1 instance).
1. Elizabeth C. Hozeska, 1 instance.
- II. In violation of 20 CSR 2250-8.150(2), the broker failed to verify the accuracy of the closing statement, (1instance).
- a. Closing statement listed The Blondin Group, LLC as the payee for commission, which is the former and present affiliated brokerage of the selling agent (1 instance).
1. Rebecca Reich Rose, 1 instance.
5. Section 339.020, RSMo, states: It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.
6. Section 339.100, RSMo, states, in relevant part:

...

 2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:
 - (1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

...

- (7) Paying a commission or valuable consideration to any person for acts or services performed in violation of sections 339.010 to 339.180 and sections 339.710 to 339.860*;
- (11) Representing a real estate broker other than the broker with whom associated without the express written consent of the broker with whom associated;
- (14) Placing a sign on or advertising any property offering it for sale or rent without the written consent of the owner or his or her duly authorized agent;
- (19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

7. Section 339.150.2, RSMo, states:

No real estate licensee shall pay any part of a fee, commission or other compensation received by the licensee to any person for any service rendered by such person to the licensee in buying, selling, exchanging, leasing, renting or negotiating a loan upon any real estate, unless such a person is a licensed real estate salesperson regularly associated with such a broker, or a licensed real estate broker, or a person regularly engaged in the real estate brokerage business outside of the state of Missouri.

8. Section 339.180.1, RSMo, states:

It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required. Upon application by the commission, and the necessary burden having been met, a court of general jurisdiction may grant an injunction, restraining order or other order as may be appropriate to enjoin a person or entity from:

- (1) Offering to engage or engaging in the performance of any acts or practices for which a permit or license is required by this chapter upon a showing that such acts or practices were performed or offered to be performed without a permit or license; or
- (2) Engaging in any practice or business authorized by a permit or license issued pursuant to this chapter upon a showing that the holder presents a substantial probability of serious danger to the health, safety or welfare of any person with, or who is considering obtaining, a legal interest in real property in this state.

9. Section 339.730, RSMo, states in relevant part:

- 1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(1) To perform the terms of the written agreement made with the client[.]

10. Section 339.750.1, RSMo, States:

A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written agreement pursuant to section 339.780.

11. Section 339.760, RSMo, states:

Every designated broker who has affiliated licensees shall adopt a written policy which identifies and describes the relationships in which the designated broker and affiliated licensees may engage with any seller, landlord, buyer, or tenant as part of any real estate brokerage activities.

12. Section 339.780, RSMo, states, in relevant part:

1. All written agreements for brokerage services on behalf of a seller, landlord, buyer, or tenant shall be entered into by the designated broker on behalf of that broker and affiliated licensees, except that the designated broker may authorize affiliated licensees in writing to enter into the written agreements on behalf of the designated broker.

2. Before engaging in any of the activities enumerated in section 339.010, a designated broker intending to establish a limited agency relationship with a seller or landlord shall enter into a written agency agreement with the party to be represented. The agreement shall include a licensee's duties and responsibilities specified in section 339.730 and the terms of compensation and shall specify whether an offer of subagency may be made to any other designated broker.

3. Before or while engaging in any acts enumerated in section 339.010, except ministerial acts defined in section 339.710, a designated broker acting as a single agent for a buyer or tenant shall enter into a written agency agreement with the buyer or tenant. The agreement shall include a licensee's duties and responsibilities specified in section 339.740 and the terms of compensation.

4. Before engaging in any of the activities enumerated in section 339.010, a designated broker intending to act as a dual agent shall enter into a written agreement with the seller and buyer or landlord and tenant permitting the designated broker to serve as a dual agent. The agreement shall include a licensee's duties and responsibilities specified in section 339.750 and the terms of compensation.

13. Regulation 20 CSR 2250-4.020 states, in relevant part:

(2) Failure of a licensee to receive the notice and application to renew from the commission shall not excuse the licensee from the requirements for renewal contained in this rule. Any licensee who fails to renew during a subsequent renewal period is no longer licensed and in order to become licensed again will be required to requalify as if an original applicant.

Until a new license is procured, the holder of an expired license
Shall not perform any act for which a license is required.

14. Regulation 20 CSR 2250-4.030 states, in relevant part:

(1) Any broker doing business under any name other than the broker's legal name or any entity doing business under any name other than the name registered with the secretary of state, shall first comply with the provisions of sections 417.200–417.230, RSMo on the registration of fictitious names and shall furnish the commission a copy of the registration within ten (10) days of receipt of the official registration from the secretary of state.

15. Regulation 20 CSR 2250-4.050 states, in relevant part:

(3) Within seventy-two (72) hours of the termination of the association of any broker salesperson or salesperson, a broker shall notify the commission and shall return to the commission that licensee's license. The broker shall provide a dated and timed receipt to the licensee when the licensee submits a letter of termination to the broker. When a licensee's license is surrendered to the commission, the licensee shall have six (6) months in which to transfer to another broker or change license status. If the application for transfer or change in status is not made within the six (6)-month period, the applicant will be required to complete the required Missouri Real Estate Practice Course and show proof of satisfactory completion of that course within six (6) months prior to reinstatement of the license. If the license is not transferred or placed on inactive status, or if no status change has been made within the subsequent renewal period, the licensee will be required to requalify as if an original applicant.

16. Regulation 20 CSR 2250-8.030 states, in relevant part:

(1) If a broker maintains a branch office(s), each shall be operated under the same name and license as the parent office and every such place of business shall comply with the provisions of 20 CSR 2250-8.010.

(4) A broker shall notify the commission, in writing, within ten (10) days after opening or making any change in the address or managing licensee of a branch office.

17. Regulation 20 CSR 2250-8.060 states:

(1) Every broker shall maintain his/her license and the licenses of all associates in the regular place of business or branch office(s). The licenses shall be displayed to any member of the public on request.

18. Regulation 20 CSR 2250-8.090 states, in relevant part:

(1) A licensee shall not advertise or place a sign upon any property offering it for sale or lease to prospective customers without the written consent of the owner or his or her duly authorized agent.

(2) A licensee shall not show residential property unless a broker holds a currently effective written seller's/lessor's agency agreement, seller's/lessor's transaction brokerage agreement, or other written authorization to show.

...

(4) Seller's/Lessor's Agency (Sale/Lease Listing) Agreement.

(A) Every written listing agreement or other written agreement for brokerage services shall contain all of the following:

1. The price;

2. The commission to be paid (including any and all bonuses);

...

4. An expiration date;

11. The signatures of all owners and the listing broker or listing agent as authorized by the broker;

...

14. All other terms and conditions under which the property is to be sold, leased, or exchanged.

(C) Any addendums, riders, endorsements, attachments, or changes to the listing agreement or other written agreement for brokerage services must contain the initials of all parties.

(9) Every written property management agreement or other written authorization between a broker and the owners of the real estate shall:

...

(C) Specify whether security deposits and prepaid rents will be held by the broker or the owner;

(D) Contain the beginning date of the agreement;

...

(G) Contain a statement which permits or prohibits the designated broker from offering subagency (not applicable for transaction broker agreements);

(H) Contain a statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a disclosed dual agent and if permitted, the duties and responsibilities of a dual agent;

(I) Contain a statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a transaction broker and if permitted, the duties and responsibilities of a transaction broker;

...

(L) Contain the signatures of all the owners and the broker or affiliated licensee as authorized by the broker[.]

19. Regulation 20 CSR 2250-8.096 states, in relevant part:

(1) Licensees acting with or without a written agreement for brokerage services pursuant to sections 339.710 to 339.860, RSMo, are required to have such relationships confirmed in writing by each party to the real estate transaction on or before such party's first signature to the real estate contract. Nothing contained herein prohibits the written confirmation of brokerage relationships from being included or incorporated into the real estate contract, provided that any addendum or incorporated document containing the written confirmation must include a separate signature section for acknowledging the written confirmation that shall be signed and dated by each party to the real estate transaction.

(A) Written confirmation must –

...

2. Identify the source or sources of compensation;

...

5. Be signed and dated by the seller/landlord and buyer/tenant. If the landlord has entered into a written property management agreement pursuant to 20 CSR 2250-8.200 – 20 CSR 2250-8.210, the landlord shall not be required to sign the written confirmation;

6. Be signed and dated by the disclosing licensees on or before the contract date. If a landlord's agent or transaction broker is conducting property management pursuant to 20 CSR 2250-8.200 – 20 CSR 2250-8.210, the unlicensed office personnel may, in the performance of the duties enumerated in 339.010.5(5)(a)-(e), sign the written confirmation on behalf of the landlord's agent or transaction broker.

20. Regulation 20 CSR 2250-8.100 states in relevant part:

(1) Every licensee shall make certain that all of the terms and conditions authorized by the principal in a transaction are specified and included in an offer to sell or buy and shall not offer the property on any other terms. Every written offer shall contain the legal description or property address, or both, and city where the property is located, or in the absence of, a clear description unmistakably identifying the property.

(2) Every licensee shall promptly tender to the seller or seller's agent every written offer to purchase and shall promptly tender to the buyer or buyer's agent any counteroffer made by the seller, including any back-up contracts properly identified as such, and upon procuring a proper acceptance of an offer to purchase shall promptly deliver copies of the same, signed by both buyer and seller, to each party to the transaction. A buyer or seller must be promptly advised when an offer or counteroffer has been rejected.

(3) Any change to a contract shall be initialed by all buyers and sellers. Acceptance of each fully executed contract shall include the date at which final agreement was reached either by 1) specific acknowledgement of final acceptance date; or 2) date of the last signature or initial to the contract.

21. Regulation 20 CSR 2250-8.150 states, in relevant part:

(2) A broker may arrange for a closing to be administered by a title company, an escrow company, a lending institution or an attorney, in which case the broker shall not be required to sign the closing statement; however, it shall remain each broker's responsibility to require closing statements to be prepared, to review the closing statements to verify their accuracy and to deliver the closing statements to the buyer and the seller or cause them to be delivered. The detailed closing statement shall contain all material financial aspects of the transaction, including the true sale price, the earnest money received, any mortgages or deeds of trust of record, all monies received by the broker, closing agent or company in the transaction, the amount, and payee(s) of all disbursements made by the broker, closing agency or company and the signatures of the buyer and seller.

22. Licensees' conduct, as described in paragraph 4 A through II above, constitutes cause to discipline Licensees' licenses.

23. Cause exists for the Commission to take disciplinary action against Licensees' licenses under § 339.100.2(1), (15), (16), and (19), RSMo, which states in pertinent part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo, against any person or entity licensed under this

chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860*, or any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860*;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

...

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

Joint Agreed Disciplinary Order

24. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Commission in this matter under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo.

25. The terms of discipline shall include Licensees' licenses, 2011006973 (Profit) and 2001026213, 2017039502, and 2018011914 (Rose), shall be placed on two (2) years' probation with reports each quarter regarding Profit Forward's licensed agent transfers and/or changes and a \$10,000.00 civil penalty. Payment of the civil penalty shall be made by certified check payable to the "Missouri Real Estate Commission" and mailed to the Missouri Real Estate Commission, PO Box 1339, Jefferson City, MO 65102-1339. Said check must be postmarked or hand delivered within 60 days of the effective date of this Settlement Agreement. Funds received pursuant to this Order shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution and Section 339.205.8, RSMo. Failure to

pay the full amount of each civil penalty within sixty days of the effective date of this Order shall constitute a violation of this Order.

26. **Standard general terms and conditions of the disciplinary period.** The standard terms and conditions of the disciplinary period are as follows:

General Terms and Conditions

- a. Licensees shall keep the MREC apprised at all times in writing of Licensees' current address and telephone number at each place of residence and business, as well as email addresses, if any. Licensees shall notify the MREC in writing within ten (10) days of any change in this information by completing the Address Change Notification form found on the MREC website.
- b. Licensees shall timely renew Licensees' licenses, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain Licensees' license in a current and active state. During the disciplinary period, Licensees shall not place Licensees' licenses on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Licensees may surrender Licensees' real estate license by submitting a Surrender of Real Estate Rights form to the MREC along with the original license and any duplicate copies issued to Licensees. If Licensee Rose applies for a real estate license after surrender, Licensee Rose shall be required to requalify as if an original applicant. Licensee Rose would have to apply as an original applicant for a salesperson license. The MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.
- c. Licensees shall meet in person with the MREC or its representative at any such time and place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.
- d. Licensees shall immediately submit documents showing compliance with the requirements of this Order to the MREC when requested by the MREC or its designee.
- e. During the probationary period, Licensees shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.

f. Licensees shall comply with all relevant provisions of Chapter 339, RSMo, as amended; all rules and regulations of the MREC; and all local, state, and federal laws. "State" as used herein refers to the State of Missouri and all other states and territories of the United States.

g. Licensees shall report, in writing, to the MREC each occurrence of Licensees being finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.

h. If at any time during the disciplinary period, Licensee Rose wishes to transfer her license affiliation to a new broker/brokerage, Licensee Rose must submit a Broker Acknowledgement form signed by the new broker. This acknowledgement is in addition to an other required application, fee, and documentation necessary to transfer Licensee Rose's license. Licensee Rose must obtain the Broker Acknowledgement form from the MREC. Licensee Rose cannot obtain additional real estate licenses without the prior approval of the MREC.

27. This Agreement does not bind the Commission or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Agreement that are either now known to the Commission or may be discovered.

28. This Agreement does not bind the Commission or restrict the remedies available to it concerning any future violations by GRC and/or Walls of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms of this Agreement.

29. All parties agree to pay all their own fees and expenses incurred as a result of this case, its settlement or any litigation.

30. The parties to this Agreement understand that the Missouri Real Estate Commission will maintain this Agreement as an open record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

31. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

32. Licensees, together with Licensees' heirs and assigns, and Licensees' attorneys, do hereby waive, release, acquit and forever discharge the Commission, its respective members and any of its employees, agents, or attorneys, including any former Commission members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

33. If no contested case has been filed against Licensees, Licensees have the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining Licensees. If Licensees desire the Administrative Hearing Commission to review this Agreement, Licensees may submit this request to: **Administrative Hearing Commission, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.**

34. If Licensees have requested review, Licensees and the Commission together request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensees and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensees. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensees, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed to seek discipline against Licensees as allowed by law. If Licensees do not submit the agreement to the Administrative Hearing Commission for determination, the agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director.

LICENSEES


ProFL Forward, LLC
Rebecca Reich Rose, Designated Broker


Rebecca Reich Rose,
Real Estate Broker Associate

Date 2/25/19

COMMISSION


Jerry W. Moore
Executive Director
Missouri Real Estate Commission

Date 03/04/2019